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21 **UNITED STATES DISTRICT COURT**

22 **DISTRICT OF NEVADA**

23 HARTFORD FIRE INSURANCE
24 COMPANY, et al.

25 CASE NO. 2:13-cv-55-JCM (PAL)

26 Plaintiffs,

27 **JOINT
STATUS REPORT**

28 v.

29 PACIFIC EMPLOYERS INSURANCE
30 COMPANY, et al.,

31 Defendants.

32 Pursuant to this Court's January 8, 2015 Order (Dkt. No. 185), the parties hereby
33 provide the Court with the following Joint Status Report.

1 As described in more detail in the parties' Joint Interim Status Report dated August
2 19, 2014 (Dkt. No. 178), this action is effectively comprised of two parts: Part I involved
3 the insurers' claims against the Shapiro Defendants¹ and the Trust Defendants² regarding
4 whether there was or is an indemnity obligation arising from alleged environmental
5 contamination at and emanating from property commonly referred to as Maryland Square
6 Shopping Center. Part II involves claims between the insurance carriers for allocation and
7 reimbursement of alleged defense costs incurred in the underlying litigation concerning the
8 Maryland Square Shopping Center.

10 **I. PART I**

12 In accordance with various settlements, all claims by and against the Shapiro
13 Defendants and Trust Defendants have been dismissed.

14 **II. PART II**

16 On October 21-22, 2014, the insurance carriers, the remaining parties to this case, engaged in
17 mediation. A settlement in principle was reached among all parties.

18 On November 21, 2014, plaintiffs circulated a draft settlement and release agreement ("draft
19 settlement agreement"). Proposed revisions to the draft settlement agreement were circulated by
20 two carriers on December 2, 2014 and December 23, 2014, respectively. A third carrier, The
21 American Insurance Company ("American"), has expressed concerns regarding the scope of the
22 draft settlement agreement. In order to address these concerns, American has been communicating
23 directly with counsel for the Shapiro Defendants and the Trust Defendants to secure the scope of

25 ¹ The Shapiro Defendants include Shapiro Brothers Investment Corporation ("SBIC"), Estate of Philip Shapiro and
26 Estate of Melvin Shapiro.

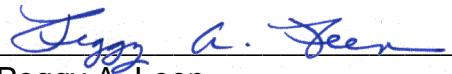
27 ² The Trust Defendants include The Herman Kishner Trust, Irwin Kishner, as Trustee for The Herman Kishner Trust,
28 Jerry Engel, as Trustee for the Herman Kishner Trust, Premier Trust, as Trustee for The Herman Kishner Trust,
Maryland Square Shopping Center, LLC and Maryland Square, LLC.

1 release from these parties that would allow American to agree to the terms presently being
2 proposed by the other settling insurers in the draft settlement agreement.³ American believes that it
3 will likely reach agreement with the Shapiro Defendants. However, it is still in discussions with
4 counsel for the Trust Defendants. In the event American is unable to reach agreement with both the
5 Shapiro Defendants and Trust Defendants, it will not be in a position to approve of the terms
6 contained in the draft settlement and the parties will need to revise the proposed draft.
7

8 The parties will provide the Court with an update regarding the status of American's
9 revisions to the draft settlement agreement, if any, in 30 days.

10 Following the execution of the draft settlement agreement and receipt of settlement
11 payments to be made to certain parties, plaintiffs' complaint and all counter- and cross-complaints
12 will be dismissed.
13

14 **IT IS SO ORDERED** this 23rd day
15 of January, 2015.

16 
17 Peggy A. Leen
18 United States Magistrate Judge
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27 ³ Factors have influenced the timing of these communications, including the fact that certain counsel
28 previously involved in settlement discussions on behalf of the Shapiro Defendants is no longer representing
the Shapiro Defendants, and current counsel for the Shapiro Defendants was, until recently, out of the
country.

1 Dated: January 22, 2015

2 **KARBAL, COHEN, ECONOMOU, SILK &**
3 **DUNNE, LLC**

4 /s/ Stacy S. Freel
5 Stacy S. Freel
6 Admitted Pro Hac Vice

7 Attorneys for Hartford Fire Insurance
8 Company; Hartford Accident and Indemnity
9 Company

10 **SINNOTT, PUEBLA, CAMPAGNE & CURET,**
11 **APLC**

12 /s/ J. Karren Baker
13 J. Karren Baker
14 Admitted Pro Hac Vice
15 Attorneys for Granite State Insurance Co.

16 **MURCHISON & CUMMING, LLP**

17 /s/ Jean M. Lawler
18 Jean M. Lawler
19 Admitted Pro Hac Vice

20 Attorneys for United States Liability
21 Insurance Company

22 **TROUTMAN SANDERS LLP**

23 /s/ Rebecca L. Ross
24 Rebecca L. Ross, Esq.
25 Admitted Pro Hac Vice

26 Attorneys for Continental Insurance
27 Company

28 **TRESSLER LLP**

15 /s/ Linda Bondi Morrison
16 Linda Bondi Morrison
17 Admitted Pro Hac Vice
18
19 Attorneys for The American Insurance
20 Company

21 **WOLKIN CURRAN, LLP**

22 /s/ Amy K. Thomas
23 Amy K. Thomas
24 Nevada Bar No. 9276
25
26 Attorneys for Pacific Employers Insurance
27 Company

CERTIFICATE OF SERVICE

I hereby certify that, on this 22nd day of January 2015, a copy of the **JOINT**
STATUS REPORT was served via the Electronic Filing system on all parties who have
registered for service as required by the Court's Order.

/s/ Julie Brown

An Employee of Olson, Cannon,
Gormley, Angulo & Stoberski